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March 15, 2022

APPLICATION GRANTED

SO ORDERED 

VERNON S. BRODERICK

U.S.D.J. 03/17/22

Via ECF

Honorable Judge Vernon S. Broderick
United States District Court Judge
United States District Court—S.D.N.Y.
40 Foley Square
New York, NY 10007

The March 9, 2022 Order that Plaintiff seek default judgment against Defendants City of New York and New York City Environmental Control Board will be held in abeyance. (Doc. 26.) If the parties reach a settlement, Plaintiff is directed to discontinue the action against all Defendants, including Defendants City of New York and New York City Environmental Control Board.

RE: NuBridge Commercial Lending REO SPV I Inc. v. 51 East 126th Street, LLC, et al.
Civil Action No. 22-cv-434-VSB

Dear Judge Broderick:

We represent Plaintiff NuBridge Commercial Lending REO SPV I Inc. (“Plaintiff”) in the above-referenced foreclosure action. Please accept this letter in response to Your Honor’s March 9, 2022 Order [Docket No. 26] ordering Plaintiff to seek a default judgment against the non-appearing Defendants City of New York and New York City Environmental Control Board (“NAD”).

This is a foreclosure action wherein the Defendant borrower 51 East 126th Street, LLC and guarantor Vanessa Kate Turner (“Appearing Defendants”) have appeared and filed an Answer to Plaintiff’s Complaint. The Judgment of Foreclosure and Sale that Plaintiff ultimately seeks at the culmination of this action will be to foreclose on the property as a whole based on the Appearing Defendants’ default of the loan as set forth in the Complaint. The NAD merely have a “nominal interest” as holders of subordinate liens against the subject property and/or borrower being foreclosed. If this case does not resolve otherwise¹, the future Judgment of Foreclosure and Sale against all Defendants will work to terminate the NAD’s liens.

Plaintiff will ultimately seek nominal liability as to the NAD solely for the purpose of removing liens and interest that are subordinate to the Plaintiff’s interest. Plaintiff does not seek a monetary judgment against the NAD. When a default judgment is entered against a defendant with a “nominal interest” in a property, that defendant’s interest in the relevant property is terminated.

¹ Should the Plaintiff and Appearing Defendants settle the action, we will discontinue the action against all Defendants, including the NAD and would not seek further recourse or judgment against the NAD.

**WE ARE A DEBT COLLECTOR AND ARE ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

See E. Sav. Bank, FSB v. Bright, No. 11-cv-1721, 2013 WL 3282889, at *2 (E.D.N.Y. June 27, 2013) (foreclosing the interests of a defaulting defendant who held “a subordinate second mortgage on the premises”).

In light thereof, Plaintiff does not believe that it would be appropriate to seek a default judgment against the NAD at this time, as the action is predicated upon a cause of action for foreclosure based on the Appearing Defendants’ failure to comply with the terms of the loan.

As such, we respectfully request that Your Honor’s March 9, 2022 Order be held in abeyance pending the outcome of the litigation with the Appearing Defendants, as Plaintiff is not seeking a Judgment of Foreclosure and Sale against only the NAD but against all Defendants.

We thank the Court for its review of our request and submission.

Respectfully Submitted,

By: /s/Alan H. Weinreb
Alan H. Weinreb, Esq.

cc: Christopher C. Garitee, Esq. (via ECF)